

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

V.

**HOUSTON FUNDING II, LTD. AND
HOUSTON FUNDING CORPORATION,**

Defendants.

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**CIVIL ACTION NO. 4:11-cv-02442**

**JURY TRIAL**

### **AGREED JUDGMENT**

The Equal Employment Opportunity Commission (“Commission” or “EEOC”) alleges that Defendants Houston Funding II, Ltd. and Houston Funding Corporation discriminated against Donnicia J. Venters, in violation of Title VII of the Civil Rights Act of 1964, as amended (“Title VII”). The Commission alleges that management terminated Ms. Venters on the basis of her pregnancy, childbirth and the related medical condition of lactation. Defendants have denied the EEOC’s allegations.

The parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law. This Agreed Judgment constitutes a complete resolution of all claims that were made by the Commission against Defendants in this action.

It is therefore ORDERED that:

1. This Agreed Judgment is entered in full and complete settlement of any and all claims arising out of or contained in this lawsuit, Civil Action No. 4:11-cv-02442, and in EEOC Charge No. 460-2009-03149.

2. Defendants shall not engage in any employment practice which violates Title VII by unlawfully discriminating on the basis of sex.

3. Defendants are enjoined from retaliating against any individual who opposes any practice made an unlawful employment practice by Title VII, or against any individual who has provided testimony or evidence related to this lawsuit or to the Charge of Discrimination upon which this lawsuit is based.

4. No later than seven (7) calendar days after the entry of this Judgment, Defendants shall pay Donnicia J. Venters FIFTEEN THOUSAND DOLLARS (\$15,000) in full and final settlement of all claims which were raised in this cause. If payment is not made within seven calendar days after the entry of this Judgment, Defendants shall pay Ms. Venters TWENTY THOUSAND DOLLARS (\$20,000).

5. As a precondition to receiving payment, Ms. Venters shall sign a release in the form of Exhibit "A." Defendants shall send its payment check directly to Ms. Venters – at an address which the Commission will supply to Defendants. Defendants shall mail the settlement check via certified mail, return receipt requested. Defendants also shall mail a copy of the payment check to the Commission at the following address: Equal Employment Opportunity Commission, attn: Claudia Molina-Antanaitis, 1201 Louisiana, 6th Floor, Houston, Texas 77002.

6. In the event that Defendants conduct business again, the sub-paragraphs of this provision (6.a-6.f) immediately go into effect. Defendants are deemed to conduct business if they engage in inter-state commerce, do business in the state of Texas, and employ fifteen (15) or more employees either on a full-time or on a part-time basis.

6.a. Sixty (60) days before the state of operations, Defendants are to notify the

EEOC in writing of the plans to resume business. Defendants are to indicate in the notice (a) the official start date, (b) its number of employees along with a listing of full employee names and social security numbers, (c) the number of purported independent contractors and along with their full names and social security numbers, and (d) the name, address and phone number of a designated liaison that is to communicate with the Commission regarding the obligations set forth in this Agreed Judgment.

6.b. Defendants shall include in all new employee materials, such as an Employee Manual, the document attached hereto as Exhibit "B" which states Defendants' commitment to abide by federal laws and maintain a discrimination-free workplace.

6.c. Using either an attorney who specializes in employment law or an independent training person or group that is experienced in employment law and workplace discrimination matters, Defendants shall provide mandatory annual training to the officers, managers, and any other individual with supervisory authority (i.e., any employee of Defendants who exercises the authority to hire, fire, reassign, promote, demote, or discipline). The training shall focus on employment discrimination laws, with particular emphasis on what constitutes and how to avoid race-based harassment and discrimination. The first of such training shall be completed within sixty (60) calendar days of official start day of operations (as indicated in the notice that Defendants are to provide under paragraph 6.a.) and shall be repeated every year for a period of five (5) years, over the life of this Agreed Judgment.

6.d. At least thirty (30) calendar days prior to each training, Defendants shall submit to the Commission (a) the name of the proposed experienced training provider, (b) the curriculum outline indicating the information to be addressed during the training, and

(c) copies of all agendas and materials to be distributed at the training. Within fifteen (15) calendar days after receiving this information about the training, the EEOC may notify Defendants of any objections to the program, the proposed provider and/or the materials. If the EEOC does not timely object to the training provider, curriculum, agenda and materials, all objections are waived. If the EEOC objects to the program provider, Defendants may propose up to three other providers but, if the EEOC does not approve any of the proposed providers, Defendants must select one of the three providers proposed by the EEOC and immediately notify the Commission of that person's selection. Within fifteen (15) calendar days after completing the training sessions, Defendants shall provide the EEOC a sworn statement indicating: (a) the date on which the training was completed, (b) a list of the individuals, by full name and job title, in attendance of the training with their respective signatures verifying their attendance, and (c) verification that all topics in the training presentation outline were covered.

6.e. Every twelve (12) months until the expiration of this Agreed Judgment, the designated liaison for Defendants shall provide the Commission with a report that sets forth all of its activities within the previous twelve months directed to the satisfaction of the provisions of this Judgment. That compliance report shall also explain why any provisions have not been satisfied; what steps will be taken to assure compliance, and when compliance will be accomplished. If the report states that compliance has not been accomplished, Defendants shall immediately advise the EEOC when it is in compliance.

6.f. This Judgment shall remain in effect for five (5) years from the date Defendants resume business operations. During the period that this Judgment shall remain in effect, the United States District Court for the Southern District of Texas shall

retain jurisdiction to assure compliance with this Judgment and to permit entry of such further orders or modifications as may be appropriate. The agreements and requirements set forth under this Agreed Judgment shall end at the end of the term of the Agreed Judgment.

7. Nothing in this Agreed Judgment shall be construed to preclude the EEOC from enforcing this Judgment in the event Defendants fail to perform the promises, agreements, representations and orders contained herein. Upon belief that a material breach of this Agreed Judgment has occurred, the EEOC will not seek compliance with the Agreed Judgment through civil action in the United States District Court without first giving Defendants thirty (30) days notice and an opportunity to cure. The EEOC also reserves the right to seek contempt sanctions for non-payment and/or other non-compliance with this Agreed Judgment.

8. The Commission and Defendants shall each bear their own costs and attorney's fees.

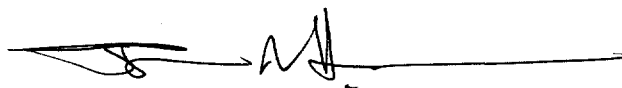
9. When this Agreed Judgment requires notice to the EEOC, such notice shall be sent by facsimile or certified mail, return receipt requested to Equal Employment Opportunity Commission, attn: Claudia Molina-Antanaitis, 1201 Louisiana, 6th Floor, Houston, Texas 77002. Telephone: (713) 651-4952; Facsimile: (713) 651-7995. This address for notice may be changed in writing by providing written Notice of Change of Address to Defendants.

10. When this Agreed Judgment requires notice to Defendants, such notice shall be sent by facsimile or certified mail, return receipt requested to Houston Funding II, Ltd. and Houston Funding Corporation, attn: Harry Cagle. Telephone/Facsimile: (832) 299-5869 with a copy to; with a copy to William H. Wellborne, Wellborne Law Firm, 9801 Westheimer

Road, Suite 302, Houston, Texas 77042; Telephone: (713) 953-9200; Facsimile (713) 953-9220.

This address for notice may be changed in writing by providing written Notice of Change of Address to the EEOC.

Signed this 9<sup>th</sup> day of May, 2014.



Lynn N. Hughes  
United States District Judge

AGREED AS TO FORM AND SUBSTANCE :

FOR PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:

/s/ Claudia Molina-Antanaitis  
Claudia Molina-Antanaitis  
Maryland Bar No. N/A  
Southern District of Texas No. 1037069

FOR DEFENDANTS HOUTON FUNDING II, LTD AND HOUSTON FUNDING CORPORATION:

/s/ William H. Wellborne [by permission]  
William H. Wellborne  
Texas SBN 21134200  
Southern Dist. of Texas No. 5786